



Embassy of the United States of America

Tokyo, Japan

January 27, 2014

Dear Prospective Quoters:

SUBJECT: Request for Quotations (RFQ) Number SJA800-14-Q-0003
General Housekeeping Services

The Embassy of the United States of America invites you to submit a quotation for general housekeeping services for the various apartment units at the Mitsui Housing Compound and Official Residences of the U.S. Embassy Tokyo.

1. Site Visit

a. The Embassy intends to hold a pre-quotation briefing and site visit from 10:00 a.m. to on/about 11:30 a.m., Wednesday, February 12, 2014. Participants shall meet at the Grew Gate of Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo.

b. All interested quoters who wish to attend must submit individual name(s), company name/address, telephone/fax numbers, and email address to Miho Hama at FAX 03-3224-5179 by no later than 12:00 noon, Friday, February 7, 2014, to arrange entry to the Compound.

2. Questions

a. Quoters may submit questions. Such questions must be addressed to Miho Hama and be submitted by FAX at 03-3224-5179 or e-mail at HamaMX@state.gov. All questions must be received in the Embassy by no later than 12:00 noon, Tuesday, February 18, 2014, local time.

b. All questions will be consolidated, and one response will be prepared and issued to all potential quoters.

3. Quotations

a. Quotations must be received by no later than **4:00 p.m., Monday, March 3, 2014, local time**. No quotations will be accepted after this time.

b. Quotations must be submitted in a sealed envelope marked "Quotation Enclosed" and be addressed as follows:

Contracting Officer
American Embassy Tokyo
1-10-5 Akasaka

Minato-ku, Tokyo 107-8420

c. In order for a quotation to be considered, you must complete and submit the following (refer to subsection 3.1.2 of the Request for Quotations for details):

- (1) Standard Form 1449;
- (2) Subsection 1.2.4 Pricing of SECTION 1; and
- (3) SECTION 5.

4. System for Award Management (SAM) (formerly the Central Contractor Registration (CCR) database)

As required by U.S. Government's federal acquisition regulation (FAR), prospective quoters shall be registered in the SAM database prior to award of a contract. Access the following link for registration if the quoters has not done yet:

http://pd.statebuy.state.gov/content.asp?content_id=62&menu_id=60

D-U-N-S Number (Dun & Bradstreet)

<http://fedgov.dnb.com/webform>

D-U-N-S Number (Tokyo Shoko Research, Ltd.)

http://www.tsr-net.co.jp/service/database/overseas/get_a_duns_number.html

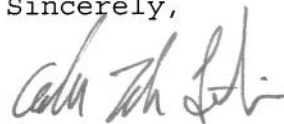
If the quoter does not become registered by the required date, the contracting officer shall award to the next otherwise successful registered quoter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the solicitation process.

Sincerely,



Adham Z. Loutfi
Contracting Officer

Enclosure:

Request for Quotations No. SJA800-14-Q-0003

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SECTION 1: The Schedule

1.1 Standard Form (SF) 1449, the first page.

1.2 Continuation to SF-1449, Request for Quotations Number SJA800-14-Q-0003, Blocks 23, Unit Price, and 24, Amount

1.2.1 Scope of Services

a. The Contractor shall provide general housekeeping services for the U.S. Embassy apartment compound (a.k.a. Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo, and the Embassy's official residences at the Ambassador's Residence (EMR), Residence of Deputy Chief of Mission (DCMR), and the U.S. Government leased quarters in accordance with Schedule of Supplies/Services stated in subsection 1.3.

b. The U.S. Government will order all work by issuing task orders, see Attachment 1: Sample Task Order Form.

c. This is an indefinite-delivery indefinite-quantity (IDIQ) type contract under which may be placed firm-fixed price task orders with a base period of twelve months and one one-year period at the option of the U.S. Government.

1.2.2 Contract Price - General

a. The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, required under this contract for general housekeeping services. The unit prices listed below shall include all labor, materials, overhead (including, but not limited to cost of Workers' Compensation, insurance premium, transportation, and parking) and profit.

b. All unit prices are in Japanese Yen and the U.S. Government will make payment in Japanese Yen.

c. The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration: <http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

1.2.3 Contract Minimum and Maximum Amounts. Because the services to be ordered under this contract are indefinite-

delivery/indefinite-quantity in nature, this contract establishes the following minimum and maximum amounts:

- a. Contract Minimum. The U.S. Government shall place orders totaling a minimum of 2,000,000 yen. This reflects the contract minimum for the base year and first option year.
- b. Contract Maximum. The total amount of all orders placed under this contract shall not exceed 5,500,000 yen. This reflects the contract maximum for the base year and first option year.

1.2.4 Pricing - starting on the date of award and continuing for a period of 12 months. In consideration of satisfactory performance of all the services required under this contract, the Contractor shall be paid at the rate listed below:

a. Base Year Period (effective the date of award and continuing for a period of 12 months)

(1) General House Cleaning (Mitsui Housing Compound)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|----------------|----------------------------------|---------------------------|---|----------------------------|---------------------|
| 1A | 6 | 78.00 | 1 day | | |
| 1B | 3 | 99.00 | 1 day | | |
| 1C | 1 | 131.00 | 1 day | | |
| 1D | 2 | 133.00 | 1 day | | |
| 2A | 10 | 118.00 | 1 day | | |
| 2B | 10 | 118.00 | 1 day | | |
| 2C | 8 | 134.00 | 1 day | | |
| 2D | 8 | 134.00 | 1 day | | |
| 2F | 1 | 150.00 | 1 day | | |
| 2G | 4 | 151.00 | 1 day | | |
| 3A | 8 | 161.00 | 2 days | | |
| 3B | 2 | 184.00 | 2 days | | |
| 3C | 1 | 160.00 | 2 days | | |
| 3D | 1 | 186.00 | 2 days | | |
| 3E | 1 | 180.00 | 2 days | | |
| 4A | 3 | 244.00 | 2 days | | |
| 4B | 1 | 239.00 | 2 days | | |
| 4C | 1 | 239.00 | 2 days | | |
| III | 3 | 333.00 | 2 days | | |
| IIA | 1 | 289.00 | 2 days | | |
| IIB | 1 | 330.00 | 2 days | | |
| IIC | 1 | 402.00 | 3 days | | |
| I | 1 | 397.00 | 3 days | | |
| M-3 | 4 | 220.00 | 2 days | | |
| M-4 | 4 | 237.00 | 2 days | | |
| T-3 | 5 | 181.00 | 2 days | | |
| T-4 | 5 | 262.00 | 2 days | | |
| | | | | Total Estimated Price: | |

(2) Light Cleaning (All units)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|----------------|----------------------------------|---------------------------|---|----------------------------|---------------------|
| 1A | 1 | 78.00 | 1 day | | |
| 1B | 1 | 99.00 | 1 day | | |
| 1C | 1 | 131.00 | 1 day | | |
| 1D | 1 | 133.00 | 1 day | | |
| 2A | 1 | 118.00 | 1 day | | |
| 2B | 1 | 118.00 | 1 day | | |
| 2C | 1 | 134.00 | 1 day | | |
| 2D | 1 | 134.00 | 1 day | | |
| 2F | 1 | 150.00 | 1 day | | |
| 2G | 1 | 151.00 | 1 day | | |
| 3A | 1 | 161.00 | 2 days | | |
| 3B | 1 | 184.00 | 2 days | | |
| 3C | 1 | 160.00 | 2 days | | |
| 3D | 1 | 186.00 | 2 days | | |
| 3E | 1 | 180.00 | 2 days | | |
| 4A | 1 | 244.00 | 2 days | | |
| 4B | 1 | 239.00 | 2 days | | |
| 4C | 1 | 239.00 | 2 days | | |
| III | 1 | 333.00 | 2 days | | |
| IIA | 1 | 289.00 | 2 days | | |
| IIB | 1 | 330.00 | 2 days | | |
| IIC | 1 | 402.00 | 3 days | | |
| I | 1 | 397.00 | 3 days | | |
| M-3 | 1 | 220.00 | 2 days | | |
| M-4 | 1 | 237.00 | 2 days | | |
| T-3 | 1 | 181.00 | 2 days | | |
| T-4 | 1 | 262.00 | 2 days | | |
| | | | | Total Estimated Price: | |

(3) General House Cleaning (Embassy's official residences and U.S. Government leased quarters in Tokyo)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|--|----------------------------------|---------------------------|---|----------------------------|---------------------|
| EMR (1-10-5 Akasaka, Minato-ku, Tokyo) | 1 | 2,700.00 | 5 days | | |
| DCMR (1 Azabu Nagasaka-cho, Minato-ku, Tokyo) | 1 | 1,070.00 | 3 days | | |
| U.S. Government Leased Residence in Tokyo (typical 3 bedroom unit) | 1 | 150.00 | 2 days | | |
| U.S. Government Leased Residence in Tokyo (typical 4 bedroom unit) | 1 | 200.00 | 2 days | | |
| U.S. Government Leased Residence in Tokyo (larger type) | 1 | 250.00 | 3 days | | |
| | | | | Total Estimated Price: | |

**This estimated quantity is based on total estimated U.S. Government requirements for this period of performance.*

(4) Total Estimated Price for Base Year Period [(1)+(2)+(3)]:
¥ _____

b. First Option Year (Effective one year after the date of award and continuing for a period of 12 months)

(1) General House Cleaning (Mitsui Housing Compound)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|----------------|----------------------------------|---------------------------|---|----------------------------|---------------------|
| 1A | 6 | 78.00 | 1 day | | |
| 1B | 3 | 99.00 | 1 day | | |
| 1C | 1 | 131.00 | 1 day | | |
| 1D | 2 | 133.00 | 1 day | | |
| 2A | 10 | 118.00 | 1 day | | |
| 2B | 10 | 118.00 | 1 day | | |
| 2C | 8 | 134.00 | 1 day | | |
| 2D | 8 | 134.00 | 1 day | | |
| 2F | 1 | 150.00 | 1 day | | |
| 2G | 4 | 151.00 | 1 day | | |
| 3A | 8 | 161.00 | 2 days | | |
| 3B | 2 | 184.00 | 2 days | | |
| 3C | 1 | 160.00 | 2 days | | |
| 3D | 1 | 186.00 | 2 days | | |
| 3E | 1 | 180.00 | 2 days | | |
| 4A | 3 | 244.00 | 2 days | | |
| 4B | 1 | 239.00 | 2 days | | |
| 4C | 1 | 239.00 | 2 days | | |
| III | 3 | 333.00 | 2 days | | |
| IIA | 1 | 289.00 | 2 days | | |
| IIB | 1 | 330.00 | 2 days | | |
| IIC | 1 | 402.00 | 3 days | | |
| I | 1 | 397.00 | 3 days | | |
| M-3 | 4 | 220.00 | 2 days | | |
| M-4 | 4 | 237.00 | 2 days | | |
| T-3 | 5 | 181.00 | 2 days | | |
| T-4 | 5 | 262.00 | 2 days | | |
| | | | | Total Estimated Price: | |

(2) Light Cleaning (All units)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|----------------|----------------------------------|---------------------------|---|----------------------------|---------------------|
| 1A | 1 | 78.00 | 1 day | | |
| 1B | 1 | 99.00 | 1 day | | |
| 1C | 1 | 131.00 | 1 day | | |
| 1D | 1 | 133.00 | 1 day | | |
| 2A | 1 | 118.00 | 1 day | | |
| 2B | 1 | 118.00 | 1 day | | |
| 2C | 1 | 134.00 | 1 day | | |
| 2D | 1 | 134.00 | 1 day | | |
| 2F | 1 | 150.00 | 1 day | | |
| 2G | 1 | 151.00 | 1 day | | |
| 3A | 1 | 161.00 | 2 days | | |
| 3B | 1 | 184.00 | 2 days | | |
| 3C | 1 | 160.00 | 2 days | | |
| 3D | 1 | 186.00 | 2 days | | |
| 3E | 1 | 180.00 | 2 days | | |
| 4A | 1 | 244.00 | 2 days | | |
| 4B | 1 | 239.00 | 2 days | | |
| 4C | 1 | 239.00 | 2 days | | |
| III | 1 | 333.00 | 2 days | | |
| IIA | 1 | 289.00 | 2 days | | |
| IIB | 1 | 330.00 | 2 days | | |
| IIC | 1 | 402.00 | 3 days | | |
| I | 1 | 397.00 | 3 days | | |
| M-3 | 1 | 220.00 | 2 days | | |
| M-4 | 1 | 237.00 | 2 days | | |
| T-3 | 1 | 181.00 | 2 days | | |
| T-4 | 1 | 262.00 | 2 days | | |
| | | | | Total Estimated Price: | |

(3) General House Cleaning (Embassy's official residences and U.S. Government leased quarters in Tokyo)

| Apartment Type | *Annual Estimate Quantity (Unit) | Gross Space Square Meters | Max Allowable Work Days (Calendar Days) | Unit Price (¥) (QTY x SQM) | Estimated Price (¥) |
|--|----------------------------------|---------------------------|---|----------------------------|---------------------|
| EMR (1-10-5 Akasaka, Minato-ku, Tokyo) | 1 | 2,700.00 | 5 days | | |
| DCMR (1 Azabu Nagasaka-cho, Minato-ku, Tokyo) | 1 | 1,070.00 | 3 days | | |
| U.S. Government Leased Residence in Tokyo (typical 3 bedroom unit) | 1 | 150.00 | 2 days | | |
| U.S. Government Leased Residence in Tokyo (typical 4 bedroom unit) | 1 | 200.00 | 2 days | | |
| U.S. Government Leased Residence in Tokyo (larger type) | 1 | 250.00 | 3 days | | |
| | | | | Total Estimated Price: | |

**This estimated quantity is based on total estimated U.S. Government requirements for this period of performance.*

(4) Total Estimated Price for First Option Year [(1)+(2)+(3)]:
¥_____

c. Grand total of estimated price (a.(4)+ b.(4)above):¥_____

1.2.5 Working Hours. The Contractor shall perform the required work during the hours between 08:30 and 17:30 on weekdays, except for the U.S./Japanese holidays identified in SECTION 2, DOSAR 652.237-72, "Observance of Legal Holidays and Administrative Leave".

1.2.6 Task Orders

a. General. The U.S. Government will order all services under this contract on a Task Order form "OF 347" (see Attachment 1: Sample Task Order Form), issued by the Contracting Officer, as the need arises.

b. Content of Task Orders shall include, but not limited to:

- (1) contract number "SJA800-14-D-0003;"
- (2) Task Order number;
- (3) date of order;
- (4) location(s) of property;
- (5) amount of work (apartment unit and square meter);
- (6) unit price and total amount; and
- (7) required completion date.

c. Procedures

(1) Before issuing a task order, the U.S. Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the GSO/Procurement Unit, U.S. Embassy, 1-10-5 Akasaka, Minato-ku, Tokyo.

Alternatively, the U.S. Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

(2) If requested to submit a firm-fixed price quotation for a Task Order, the Contractor shall compute a price for the required work by multiplying the unit prices in SECTION 1: The Schedule by the amount of work required.

1.2.7 Deliverables. The Contractor shall delivery the following items under this contract:

| Description | Quantity | Delivery Date | Deliver to |
|--------------------------------------|----------|---------------------|------------|
| 1.2.8 Insurance | 1 | 10 days after award | CO |
| 1.2.10(b) Personal History Statement | 1 | 10 days after award | COR |
| 1.2.11 Payment | 1 | Monthly | COR |

1.2.8 Insurance

a. Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily injury on or off the site stated in Japanese Yen:
Per-Occurrence ¥3,000,000
Cumulative ¥30,000,000

(2) Property damage on or off the site stated in Japanese Yen:
Per-Occurrence ¥1,000,000
Cumulative ¥10,000,000

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

b. U.S. Government as Additional Insured. The general liability policy required of the Contractor shall name "the

United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

c. Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

d. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within 10 calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

1.2.9 Laws and Regulations

a. Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

b. Labor, Health and Safety Laws, and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

c. Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

1.2.10 Personnel

- a. Removal of Personnel. The Contractor shall:
- (1) maintain discipline at the site and at all times;
 - (2) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
 - (3) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

b. Personnel Security. After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Each individual shall complete and submit Personal History Statement (see Attachment 2).

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

1.2.11 Payment. The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The U.S. Government will make payment monthly for all completed and accepted work.

1.3 Continuation to SF-1449, Request for Quotations Number
SJA800-14-Q-0003, Block 20, Schedule of Supplies/Services

1.3.1 General. The Contractor shall provide all labor, tools, equipment, supervision and services, unless otherwise specified, to complete the work required herein. All the work and procedures in the contract shall be performed in conformity to the specifications. All local labor standards for occupational safety and health apply to this general housekeeping services.

1.3.2 Scope of Work. The Contractor shall provide general housekeeping services for the U.S. Government as described herein. General housekeeping services apply to all designated living spaces including, but not limited to hallways, stairways, living, dining and bedroom areas, kitchens, attics, storages, balconies, courtyards and entrance front. These services are accomplished in conjunction with the *make-ready cycle for the various apartment units at the Mitsui Housing Compound.

*Make-ready means when any apartment unit on the housing compound is vacated, the U.S. Government contracts other services such as painting, cleaning, and furniture replacement in preparation for the new occupant.

1.3.3 The Contractor shall furnish all managerial, administrative, direct labor personnel, tools, equipment and supplies that are necessary to accomplish the work set forth in this contract. The Contractor employees shall be on site only for contractual duties and not for other business purposes. Performance requirements for required work items are defined below.

1.3.4 Personnel. The Contractor shall provide a qualified workforce meeting the requirements set forth in these paragraphs below. The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

1.3.5 In response to each task order, the Contractor shall submit a work schedule, setting forth date, time contents of work, personnel and time line to completion. The work schedule shall be approved by the Contracting Officer's Representative (COR).

1.3.6 Specifications and Work Requirements.

a. General House Cleaning (Mitsui Housing Compound Units):
Requirements for general house cleaning are specified hereunder:

1) Sweeping all wooden parquet, including, but not limited to, tile and linoleum floors in kitchens, bathrooms, attics, exposed wood floorings. All floors accessible to floor cleaning machines unless carpeted or specified as having a special floor covering shall receive floor maintenance as stated below. After receiving floor maintenance the entire floor shall have a uniform coating of a non-skid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from, including, but not limited to, baseboards, furniture, household appliances. All easily movable items including household appliances shall be tilted or moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above stated results. The techniques used depend upon the materials, equipment, and personnel used to do the job. The Contractor needs not apply the techniques to the entire floor, unless necessary, only to the portion of the floor needing work to bring the entire floor up to the standard.

2) Dusting and cleaning walls, baseboards, storage shelves and all furniture including desks, chairs, credenzas, tables, sofas, bookshelves with or without glass doors, china cabinets, lamps and other common things found in a home environment. Walls, baseboards, storage shelves and all furniture shall be free of dust, dirt, and sticky surfaces and areas.

3) Thorough cleaning of, including, but not limited to, toilets, bathrooms, tubs, washbasins, kitchen sinks, countertops, interior and exterior of kitchen cabinets and drawers. using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges.

4) Thorough glass cleaning of, including, but not limited to, interior/exterior glass doors and frames/rails, display cases, mirrors, storm screens. After glass cleaning there shall be no traces of film, dirt, smudges, water and other foreign matter. Windows have been treated

with shatter resistant window film. Surfaces with film shall be washed with water and rubber squeegee or soft cloth without strongly rubbing the films.

5) Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.

6) Cleaning household appliances such as, but not limited to, refrigerators, freezers, stoves, ovens, and microwaves, inside and out including vacuuming dust from around motor areas if reachable.

7) Dust off all draperies/curtains and curtain rods/rails to remove all traces of dirt, dust and other foreign matters. All tears, burns, heavy soil and grit to the draperies/curtains shall be brought to the attention of the COR for necessary action.

8) Vacuum the carpet and/or the area rugs thoroughly.

9) Vacuum upholstered furniture.

b. Light Cleaning (All units): The Contractor shall perform light cleaning upon request made by COR who decides only the light cleaning is necessary for specified residential units:

1) Dust-off all rooms including furniture and furnishings, appliances, and surface of shelves and countertops. Wash and wipe kitchen sink and bathrooms.

2) Vacuum floors and carpets.

c. General House Cleaning (Embassy's official residences and U.S. Government leased quarters in Tokyo):

Requirements for general house cleaning for Embassy's official residences and U.S. Government leased quarters in Tokyo are the same as specified in Subsection 1.3.6.a. for General House Cleaning (Mitsui Housing Compound Units).

1.3.7 The Contractor must be able to clean up to six (6) units simultaneously during the busiest season (normally June through September).

1.3.8 Inspection. COR shall inspect cleaning performed by the Contractor upon completion of work in each apartment. If performance is found to be unsatisfactory, Contractor shall

bring performance to a satisfactory level by close of business of the following working day after the inspection.

1.3.9 Quality Assurance Plan (QAP).

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective | Section 1 | Performance Threshold |
|---|----------------------------|---|
| Services. Performs all general housekeeping services set forth in Subsection 1.3 Schedule of Supplies/Services | Subsections 1.3 thru 1.3.8 | All required services are performed and no more than one (1) customer complaint is received per month |

1. SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
2. STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
3. PROCEDURES.
 - (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
 - (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
 - (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
 - (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (SEPT 2013), is incorporated by reference.

"None."

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C.2402](#)).

____ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

____ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

√ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

____ (5) [52.204-11](#), American Recovery and Reinvestment Act-Reporting Requirements (Jul 2010) (Pub. L. 111-5).

- ____ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- ____ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ____ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ____ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ____ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ____ (11) Reserved.
- ____ (12) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ____ (ii) Alternate I (Nov 2011).
- ____ (iii) Alternate II (Nov 2011).
- ____ (13) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ____ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ____ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ____ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)).
- ____ (15) (i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\) \(4\)](#)).
- ____ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ____ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ____ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ____ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ____ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\) \(14\)](#)).
- ____ (18) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).
- ____ (19) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I (June 2003) of [52.219-23](#).
- ____ (20) [52.219-25](#), Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ____ (21) [52.219-26](#), Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

- ____ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ____ (23) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ____ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ____ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ____ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ____ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ____ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ____ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- ____ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- √ ____ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).
- ____ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). *(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)*
- ____ (35) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ____ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ____ (37) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ____ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- √ ____ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ____ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ____ (40) (i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77,

108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (Mar 2012) of [52.225-3](#).

____ (iii) Alternate II (Mar 2012) of [52.225-3](#).

____ (iv) Alternate III (Nov 2012) of [52.225-3](#).

____ (41) [52.225-5](#), Trade Agreements (SEPT 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

√ ____ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

____ (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

____ (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

√ ____ (46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

____ (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

√ ____ (48) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

____ (49) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

____ (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

____ (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

____ (52) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C. 2631](#)).

____ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).

____ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).

- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), et seq.).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), et seq.).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).
- ___ (7) [52.222-17](#), Non-displacement of Qualified Workers (JAN 2013) (E.O.13495).
- ___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record

that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Non-displacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), et seq.).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), et seq.).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section

862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or,
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|--|
| 52.204-9 | Personal Identification Verification of Contractor Personnel (JAN 2011) |
| 52.204-12 | Data Universal Numbering System Number Maintenance (Dec 2012) |
| 52.204-13 | System for Award Management Maintenance (July 2013) |
| 52.225-14 | Inconsistency Between English Version and Translation of Contract (FEB 2000) |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) |

- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.229-6 Foreign Fixed Price Contracts (FEB 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (June 2013)
- 52.245-2 Government Property Installation Operation Services - Where USG Providing Property But Contractor Responsible for Replacement (June 2007)

The following FAR clauses are provided in full text:

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued verbally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitation (OCT 1995)

(a) Minimum Order. When the U.S. Government requires supplies or services covered by this contract in an amount of less than 2,000,000 yen, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor -

(1) any order for a single item in excess of 5,500,000 yen;

(2) any order for a combination of items in excess of 5,500,000 yen; or

(3) a series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum
M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated

payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

(1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

(2) Clearly identify themselves and their contractor affiliation in meetings;

(3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

(4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.216-70 Ordering - Indefinite-Delivery Contract (APR 2004)

The U.S. Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (APR 2004)

(a) The Department of State observes the following days as holidays: *(Note: Due to changes in observance of Japanese holidays each year, the holidays listed below are for reference only. The actual holiday list will be forwarded to the Contractor each year by the COR.)*

U.S. Federal Holidays;

- *1st January, unless this day falls on a weekend (New Year's Day),
- third Monday in January (Martin Luther King, Jr. Day),
- third Monday in February (President's Day),
- last Monday in May (Memorial Day),
- 4th July, unless this day falls on a weekend, (Independence Day),
- first Monday in September (Labor Day),
- second Monday in October (Columbus Day),
- 11th November unless this day falls on a weekend (Veteran's Day),
- fourth Thursday in November (Thanksgiving Day), and
- 25th December, unless this day falls on a weekend (Christmas Day).

Japanese National Holidays;

- *1st January, (New Year's Day or Ganjitsu),
- second Monday in January (Adult's Day or Seijin-no-hi),
- 11th February, unless this day falls on Sunday (National Foundation Day or Kenkoku Kinen-no-hi),
- 21st March, unless this day falls on Sunday (Spring Vernal Equinox Day or Shunbun-no-hi),
- 29th April, unless this day falls on Sunday (Showa-no-hi),
- 3rd May, unless this day falls on Sunday (Constitution Day or Kenpou Kinen-bi),
- 4th May, unless this day falls on Sunday (Greenery Day or Midori-no-hi),
- 5th May, unless this day falls on Sunday (Children's Day or Kodomo-no-hi),
- third Monday in July (Marine Day or Umi-no-hi),
- third Monday in September (Respect for the Aged Day or Keirou-no-hi),
- 23rd September, unless this day falls on Sunday (Autumn Vernal equinox Day or Shuubun-no-hi),
- second Monday in October (Health Sports Day or Taiiku-no-hi),
- 3rd November, unless this day falls on Sunday (Culture Day or Bunka-no-hi)
- 23rd November, unless this day falls on Sunday (Labor Thanksgiving Day or Kinrou Kanshya-no-hi), and
- 23rd December, unless this day falls on Sunday (Emperor's Birthday or Tennou Tanjou-bi)
- *Day that holiday overlaps in both countries.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

DOSAR 652.242-70 Contracting Officer's Representative (COR)
(AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this

contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Realty Assistant in the Housing Office of General Services Office at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3: Solicitation Provisions

3.1 Solicitation Provisions

3.1.1 FAR 52.212-1, Instructions to Offerors - Commercial Items (July 2013), is incorporated by reference.

Addendum to 52.212-1: none

3.1.2 Summary of Instructions

The offeror shall complete and submit one original copy of the following:

- a. Standard Form (SF) 1449 (page 1 - complete blocks 17a, 30a, 30b, and 30c as appropriate);
- b. Subsection 1.2.4 Pricing (pages 5 through 10); and
- c. SECTION 5 (complete all applicable portions of the SECTION, pages 39 through 47).

3.2 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|---|
| 52.204-7 | System for Award Management (JULY 2013) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991) |

- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (DEC 2012)
- 52.237-1 SITE VISIT (APR 1984)
The site visit will be held on Wednesday, February 12, 2014 from 10:00 a.m. to on/about 11:30 a.m. at the Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo. Prospective offerors should provide a list of attendee(s) with individual name(s) and company name, including telephone/fax numbers and e-mail address, to Ms. Miho Hama via facsimile at fax number 03-3224-5179 or e-mail at HamaMX@state.gov to arrange entry to the sites. Participants shall meet at the Grew Gate of the Mitsui Housing Compound.

The following DOSAR provisions are provided in full text:

DOSAR 652.206-70 Competition Advocate/Ombudsman (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will

maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

SECTION 4: Evaluation Factors

4.1 Evaluation Factors

- a. The U.S. Government intends to award a contract resulting from this solicitation to the lowest priced who is a responsible contractor.
- b. The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.
- c. The lowest price will be determined by multiplying the offered unit prices times the estimated quantities in subsection 1.2.4 Pricing and arriving at a grand total.
- d. Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.
- e. The U.S. Government will determine offeror responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors - FAR and DOSAR Provision(s) not Prescribed in Part 12

The following FAR provision is provided in full text:

52.217-5 Evaluation of Options (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications— Commercial Items (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section

203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Reserved

(d) Reserved

(e) Reserved

(f) Reserved

(g) Reserved

(h) Reserved

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503](#)(b)]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. *[If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Reserved

(k) Certificates regarding exemptions from the application of the Service Contract Act. *(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)).

(Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade

or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

 Name _____.

 TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any

activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See OFAC's Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

5.2 Addendum to Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

The following DOSAR provision is provided in full text:

DOSAR 652.228-70 Defense Base Act - Covered Contractor Employees (JUN 2006)

(a) Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| Category | Yes/No | Number |
|--|--------|--|
| (1) United States citizens or residents | | |
| (2) Individuals hired in the United States, regardless of citizenship | | |
| (3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws | | Local Nationals: _____ Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws | | Local Nationals: _____ Third Country Nationals: _____ |

(b) The contracting officer has determined that for performance in the country of Japan -

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the offeror has indicated "yes" in block (a)(4) of this provision, the offeror shall not purchase Defense Base Act insurance for those employees. However, the offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates - Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

Attachment 1: Sample Task Order Form

| ORDER FOR SUPPLIES OR SERVICES | | | | | PAGE | OF | PAGES | |
|--|--|---|---------------------------|---|---|-------------------------------------|---|--------------------------------|
| IMPORTANT: Mark all packages and papers with contract and/or order numbers. | | | | | 1 | | | |
| 1. DATE OF ORDER SJA800-14-F-0001 | | 2. CONTRACT NO. (If any) SJA800-14-D-0001 | | 6. SHIP TO: | | | | |
| 3. ORDER NO. | | 4. REQUISITION/REFERENCE NO. | | a. NAME OF CONSIGNEE American Embassy-Tokyo | | | | |
| 5. ISSUING OFFICE (Address correspondence to) American Embassy-Tokyo | | | | b. STREET ADDRESS 1-10-5 Akasaka | | | | |
| | | | | c. CITY Minato-ku, Tokyo | d. STATE | e. ZIP CODE 107-8420 | | |
| 7. TO: | | | | f. SHIP VIA | | | | |
| a. NAME OF CONTRACTOR (to be determined) | | | | 8. TYPE OF ORDER | | | | |
| b. COMPANY NAME | | | | <input checked="" type="checkbox"/> a. PURCHASE REF YOUR: _____ Please furnish the following on the terms And conditions specified on both sides of This order and on the attached sheet, if Any, including delivery as indicated. | | | <input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. | |
| c. STREET ADDRESS | | | | | | | | |
| d. CITY | e. STATE | f. ZIP CODE | | | | | | |
| 9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed. | | | | 10. REQUISITIONING OFFICE Facility Management Office | | | | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | | | | | |
| <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED | | | | | | | | |
| 12. F.O.B. POINT Destination | | 14. GOVERNMENT B/L NO. n/a | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indefinite | | 16. DISCOUNT TERMS Net 30 | | |
| 13. PLACE OF | | | | | | | | |
| a. INSPECTION See Block 6. | | b. ACCEPTANCE See Block 6. | | | | | | |
| 17. SCHEDULE (See reverse for Rejections) | | | | | | | | |
| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | | | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
| | | | | | | | | |
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | | 17(h) TOT. (Cont. pages) |
| | 21. MAIL INVOICE TO: | | | | | | | |
| | a. NAME Financial Management Officer | | | | | | | |
| | b. STREET ADDRESS (or P.O. Box) 1-10-5 Akasaka | | | | | | | |
| | c. CITY Minato-ku, Tokyo | | d. STATE | | e. ZIP CODE 107-8420 | | | 17(i) GRAND TOTAL |
| 22. UNITED STATES OF AMERICA BY (Signature) | | | | | 23. NAME (Typed) Randolph T. McCourt TITLE: CONTRACTING/ORDERING OFFICER | | | |

Personal History Statement

(Please type or write in legible block letters.)

(和文・英文両方で明確に書いて下さい。英文に関しては、タイプするか活字体で記入して下さい。)

| | | | | | |
|-------------------|----------------|----------------------|----------|-------------|-------|
| Name | _____ | Alias/Nee | _____ | Sex | M・F |
| | (Family Name) | (First) | (Middle) | | |
| 氏名 | _____ | 別姓・旧姓 | _____ | 性別 | 男・女 |
| | (苗字) | (名前) | | | |
| Date of Birth | _____ | Place of Birth | _____ | Nationality | _____ |
| (mm/dd/yy) | | (City/State/Country) | | | |
| 生年月日 | 平成 昭和 年 月 日 | 出生地 (都道府県/区市町村) | _____ | 国籍 | _____ |
| Permanent Address | _____ | | | | |
| 本籍地 | _____ | | | | |
| Present Address | _____ | | | | |
| 現住所 | 〒 _____ | | | | |
| TEL : | _____ | | | | |

Employment of past 10 years. From present to old. (過去10年間の職業。新しい順に)

| | | |
|-----------------|-------|-------------------------|
| 在籍期間 | 社名 | 住所 |
| (例'98年4月～'00年9月 | 米国大使館 | 〒107-0051 東京都港区赤坂1-10-5 |

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Previous addresses of past 10 years. From present to old. (過去10年間の住所。新しい順に)

| | |
|-----------------|-------------------------|
| 期間 | 住所 |
| (例'98年4月～'00年9月 | 〒107-0051 東京都港区赤坂1-10-5 |

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PHOTO
写真

References: Do not include families or relatives.
(参考人名、住所。家族及び親戚を除く。)

| NAME / 名 前 | ADDRESS / 住 所 |
|------------|---------------|
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Last Education (最終学歴)

| Dates | Name of School | Department or Major | Address |
|-------|----------------|---------------------|---------|
| ~ | | | |
| 期間 | 学校名 | 学部・学科 | 住所 |
| ~ | | | 〒 |

Have you ever been arrested or detained by any police or military authority? If so, name the authority, give time, place and reason for arrest or detention and the disposition of court action.

警察に逮捕されたことがありますか？あれば警察名、年月日、場所、理由、処分等を記入してください。

Draw a map of your residence to the nearest train station using the space below.

最寄りの駅より自宅までの地図を詳細に書いて下さい。

This is to certify that the information provided herein is true to the best of my knowledge.
以上相違ありません。

Signature (署 名)

Date (日付)